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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 **KEVIN MODA,**

11 Plaintiff,

12 vs.

13 **LAW OFFICES OF ROBERT C.**  
14 **ARONOFF, A PROFESSIONAL**  
15 **CORPORATION; ROBERT C.**  
16 **ARONOFF**

17 Defendants.

) Case No.

) **COMPLAINT FOR UNLAWFUL**  
) **DEBT COLLECTION**

) **JURY TRIAL REQUESTED**

1 Plaintiff, KEVIN MODA, hereby alleges:

2 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 1. Plaintiff, KEVIN MODA (“PLAINTIFF”) (“MODA”), is an individual  
4 residing in the County of Los Angeles, California. MODA is a “consumer” within  
5 meaning of Fair Debt Collection Practices Act (15 USCS §§ 1692 et seq.).

6 2. Defendant, **LAW OFFICES OF ROBERT C. ARONOFF, A**  
7 **PROFESSIONAL CORPORATION** (“DEFENDANT”), is a business with its  
8 primary location in the County of Los Angeles, and is a collection agency within  
9 meaning of Fair Debt Collection Practices Act (15 USCS §§ 1692 et seq.).

10 3. Defendant, **ROBERT C. ARONOFF**, (“DEFENDANT”), is a person  
11 with its primary location in the County of Los Angeles, and is a collection agency  
12 within meaning of Fair Debt Collection Practices Act (15 USCS §§ 1692 et seq.).

13 4. On January 18, 2016, Mr. Robert C Aronoff, Esq., personally and the Law  
14 Offices of Robert C Aronoff, a Professional Corporation (collectively “Aronoff”) caused  
15 a letter to be transmitted by way of both the United States mail and by way of email to  
16 Plaintiff, Kevin Moda, a demand for rents for residential property in which Mr. Moda  
17 resides at. A copy of that letter is attached hereto and incorporated herein as **Exhibit A**.

18 5. In pertinent part, the letter stated that: “This firm represents Brivanlou  
19 Pacoima, LLC, the successor to Harold Igdaloff the trustee of the 1993 Igdaloff Family  
20 [Trust], which rented that referenced premises to you, beginning February 1, 2013.  
21 Mahin Hakak, the managing member of Brivanlou Pacoima, LLC, informs me that as  
22 of this date, you are 4 months behind in your rent payments.”

23 6. The January 18, 2016 letter further states: “the amount due is \$15,600, plus  
24 late fees of \$1560.00. If the \$15,600.00 is paid before 5:00 PM on January 22, 2016,  
25 the late fees will be waived. If not, I have been authorized to begin legal proceeding to  
26 evict you from the premises and collect the amount due, including late fees, attorney’s  
27 fees and court costs.”  
28

1           7.     The January 18, 2016 letter further states in pertinent part: “If the amount  
2 is not paid by 5:00 PM on January 22, 2016, we will proceed with the myriad of legal  
3 remedies available to my client.”

4           8.     Aronoff is a “debt collector” subject to the FDCPA as it is a corporation  
5 and a professional who advertises and regularly engages in (by its own admission) (a)  
6 collection of consumer debts owed to others; and who has (b) used a instrumentality of  
7 interstate commerce and the mail in its business for the principal purpose of collecting  
8 consumer debts. 15 USCA § 1692a (6). See **Exhibit B** attached hereto and  
9 incorporated herein by reference (“my blog” appearing on the webpage of Aronoff as of  
10 January 25, 2016).

11           9.     ‘Consumer debts’ subject to the FDCPA are debts (obligations to pay  
12 money) incurred, or alleged to be incurred, by natural persons in transactions involving  
13 money, property, insurance, or services used primarily for personal, family or  
14 household purposes. 15 USCA § 1692a (3), (5)--within purview of FDCPA whether or  
15 not reduced to judgment.

16           10.    Residential back-rent obligations are “consumer debts” within the meaning  
17 of the FDCPA (the “Act”); and a three-day notice to pay rent or quit (required as a  
18 prerequisite to summary eviction proceedings) is a ‘communication’ within the meaning  
19 of the Act. Therefore, attorney (or other third party) debt collectors who serve three-day  
20 nonpayment of rent notices on behalf of their landlord clients without the requisite  
21 validation notice (either included in the notice or sent within five days thereafter)  
22 violate the FDCPA. *Romea v. Heiberger & Assocs.* (2nd Cir. 1998) 163 F.3d 111, 115,  
23 119; see also *Goldman v. Cohen* (2nd Cir. 2006) 445 F.3d 152, 156--attorney's  
24 commencement of lawsuit seeking unpaid rent triggered FDCPA validation notice  
25 requirements; *Hodges v. Feinstein, Raiss, Kelin & Booker, LLC* (2006) 383 N.J.Super.  
26 596, 611, 893 A2d 21, 30—(“summary dispossession action against public housing tenants  
27

1 for nonpayment of rent is action on a 'debt' within meaning of FDCPA and attorney  
 2 filing action is 'debt collector' if attorney regularly files summary dispossession actions").)

3 11. Plaintiff is informed and believes on the basis of such information and  
 4 belief alleges that Defendants is responsible in some manner for the events described  
 5 herein below and are liable to Plaintiff for the damages that he incurred.

### 6 **JURISDICTION**

7 12. The United States District Court, for the Central District of California has  
 8 jurisdiction over the matters in controversy pursuant to 28 U.S.C. §1331 and 15 U.S.C.  
 9 §1692k(d).

### 10 **VENUE**

11 13. The United States District Court, for the Central District of California,  
 12 Western Division is the proper forum for litigation of this action as the conduct that  
 13 gave rise to the present action was undertaken in the County of Los Angeles, California.

### 14 **FIRST CAUSE OF ACTION**

### 15 **UNFAIR DEBT COLLECTION PRACTICE (DUNNING LETTER VIOLATION**

### 16 **AGAINST ALL DEFENDANTS)**

17 14. Plaintiff incorporates by reference the allegations of paragraph 1-13, supra  
 18 as though fully set forth herein.

19 15. The January 18, 2016, letter is a letter that is in derogation of 15 USC  
 20 §1692g as it does not contain any of the language that a dunning letter must:

21 Unless you notify this office within thirty (30) days  
 22 after receiving this notice that you dispute the  
 23 validity of the debt or any portion thereof, this office  
 24 will assume this debt is valid. If you notify this  
 25 office in writing within thirty (30) days from  
 26 receiving this notice that you dispute the validity of  
 27 this debt or any portion thereof, this office will

1 obtain verification of the debt or obtain a copy of a  
 2 Judgment and mail you a copy of such Judgment or  
 3 verification. If you request this office in writing  
 4 within thirty (30) days after receiving this notice,  
 5 this office will provide you with the name and  
 6 address of the original creditor, if different from the  
 7 current creditor.”

8 16. The January 18, 2016 letter violates the prohibition against  
 9 debt collectors seeking to enforce obligation without providing the  
 10 consumer with the 30 day period in which the dispute the debt.

11 17. The January 18, 2016 letter further violates the prohibition  
 12 against as it seeks to impose liability of falsely representing the  
 13 character/amount and the legal status of the allegedly debt owed. 15  
 14 U.S.C. §1692e (2) (A).

15 18. Wherefore, the Plaintiff prays for judgment as follows  
 16 hereunder.

17 **UNFAIR DEBT COLLECTION PRACTICE (DUNNING LETTER VIOLATION**  
 18 **AGAINST ALL DEFENDANTS)**

19 19. Plaintiff incorporates by reference the allegations of paragraph 1-16, supra  
 20 as though fully set forth herein.

21 20. 15 U.S.C. § 1692f specifically provides that a debt collector may not use  
 22 unfair or unconscionable means to collect or attempt to collect any debt, including,  
 23 without limitation, collecting "any amount (including any interest, fee, charge, or  
 24 expense incidental to the principal obligation) unless such amount is expressly  
 25 authorized by the agreement creating the debt or permitted by law." 15 U.S.C. § 1692f.

26 21. Along with filing suit under 15 U.S.C. § 1692e, consumers have a  
 27 statutory remedy for a violation of the relatively broad Section 1692f, which prohibits  
 28 unfair or unconscionable acts. See *Edwards v. McCormick*, 136 F. Supp.2d 795, 806

1 (S.D. Ohio 2001) (quoting *Adams v. Law Offices of Stuckert & Yates*, 926 F. Supp. 521,  
2 528 (E.D. Pa. 1996)) ("While § 1692d prohibits 'harassment or abuse,' and § 1692e  
3 forbids 'false or misleading representations,' § 1692f serves a backstop function,  
4 catching those 'unfair practices' which somehow manage to slip by §§ 1692d & 1692e.  
5 That is, '§ 1692f allows the court to sanction improper conduct that the FDCPA fails to  
6 address specifically.'")

7 22. 15 U.S.C. § 1692e (2) (A) also considers a violation of the Act when a  
8 debt collector falsely represents "the character, amount, or legal status of any debt".

9 23. Such is the case here. As can be seen by way of reference to **Exhibit C**,  
10 attached hereto and incorporated herein by reference, the Plaintiff was made subjected  
11 to violations of UCC §3-407 when the landlord materially altered negotiable  
12 instruments provided her to collect rents on multiple occasions for rents for the same  
13 month. Further, as of 2014, the Plaintiff expecting to be assigned to an overseas matter,  
14 started paying his rent in month in advance of when they were actually due. On  
15 October 31, 2015 he paid rents due for January 2016.

16 24. On or about January 7, 2016, before the Plaintiff had obtained his banking  
17 records, Ms. Mahin Hakak, phoned the Plaintiff and alarmed that the January 2016  
18 rents had not yet been received when they in fact had been tendered to the care of Ms.  
19 Hakak on October 31, 2015.

20 25. Based on the false representations of Ms. Hakak, the Plaintiff issued a  
21 duplicate check for the January 2016 rents; which Ms. Hakak promptly deposited.

22 26. Ms. Hakak told the Plaintiff that the Jan 2016 rents were not yet received  
23 as of January, 7 2016, when she had in fact received said payments on October 31,  
24 2015. What Ms. Hakak had flagitiously done then was to materially alter the  
25 negotiable instrument issued on October 31, 2015 to reflect that the payment was for  
26 the rent due for December 2015, instead of January 2016.  
27  
28

1           27. Giving Ms. Hakak the benefit of the doubt and not having yet received his  
2 bank statement, Plaintiff issued a check on that was to be for the February 2016 rents,  
3 as a “duplicate” payment for the January 2016 rents.

4           28. Therefore, even as of October 31, 2015, even considering the fraudulent  
5 conduct that Ms. Hakak had undertaken by altering the negotiable instrument to reflect  
6 that it was rents for December 2015. When in fact the October 31, 2015 check was for  
7 rents due for January 2016.

8           29. In sum, even though landlord Hakak, acted in a fraudulent, deceitful,  
9 criminal, flagitiously, manner, her own alteration of checks demonstrated that as of  
10 October 31, 2015, the rents were current to the month of December 31, 2015. No less  
11 is referenced on the check itself where it is clear that the January 2016 date has been  
12 crossed out and December 2015 has been hand filled in. See **Ex. C, Page 7.**

13           30. Wherefore, in a patent matter. It was quite obvious that the January 18,  
14 2016 letter from Aronoff indicating that the payment for the property was 4 months in  
15 arrears was incorrect as Ms. Hakak had admitted even by way of her forgery and  
16 alteration of the negotiable instrument that the December 2015 rents had been paid and  
17 had on January 7, 2016 collected a yet another check for the same month under the  
18 supposition that she had never received October 31, 2015 check.

19           31. The party admission by Ms. Hakak of the fact that the December 2015  
20 check (assuming her forged facts to be accurate in arguendo, as it is the position of the  
21 plaintiff that the January 2016 rents had in fact been paid on October 31, 2015), the  
22 Plaintiff could not have been arrears on January 18, 2016, for 4-months and a \$1,560  
23 penalty; especially since between October 31, 2015 and January, 7 2016, Ms. hacker  
24 not had fraudulently induced the Plaintiff to issue another check in the sum of \$3900 to  
25 her.

26           32. One cannot find more ways in which the black letter, must less spirit of the  
27 Act was violated as it was in this case.



1           33.    15 U.S.C. § 1692f specifically provides that a debt collector may not use  
2 unfair or unconscionable means to collect or attempt to collect any debt, including,  
3 without limitation, collecting "any amount (including any interest, fee, charge, or  
4 expense incidental to the principal obligation) unless such amount is expressly  
5 authorized by the agreement creating the debt or permitted by law." 15 U.S.C. § 1692f.

6           34.    Along with filing suit under 15 U.S.C. § 1692e, consumers are entitled to  
7 allege a violation of the relatively broad Section 1692f, which generally prohibits unfair  
8 or unconscionable acts. See *Edwards v. McCormick*, 136 F. Supp.2d 795, 806 (S.D.  
9 Ohio 2001) (quoting *Adams v. Law Offices of Stuckert & Yates*, 926 F. Supp. 521, 528  
10 (E.D. Pa. 1996)) ("While § 1692d prohibits 'harassment or abuse,' and § 1692e forbids  
11 'false or misleading representations,' § 1692f serves a backstop function, catching those  
12 'unfair practices' which somehow manage to slip by §§ 1692d & 1692e. That is, '§  
13 1692f allows the court to sanction improper conduct that the FDCPA fails to address  
14 specifically.'")

15           35.    It should be abundantly clear that the FDCPA, both in black letter, as well  
16 as the spirit of the Act were intentionally, maliciously, negligently, fraudulently, and  
17 improperly violated.

18           36.    As a proximate result of Defendant conduct and noncompliance with the  
19 Fair Debt Collection practices outlined above, Plaintiff has been damaged in an amount  
20 according to proof and is entitled to compensatory, statutory, special and general  
21 damages and attorneys' fees.

22           **WHEREFORE**, Plaintiff prays judgment of the court as follows against each  
23 Defendant, jointly and severally as follows:

24           A.    On the First cause of action, per 15 U.S.C. §§1692 et seq., for statutory,  
25 special, compensatory as well as general damages according to proof;

26           B.    On the First cause of action, exemplary and punitive damages in an  
27 amount to be determined by the trier of fact;



C. On the Second cause of action, exemplary and punitive damages in an amount to be determined by the trier of fact;

D. plaintiff is entitled his actual damages encompass not only out of pocket losses, but also damages for anxiety, emotional suffering, embarrassment, and distress. Being threatened to being evicted from a property (his home for 3-years). Based on the false allegation that he had not paid rents when he had in fact paid such rents is such an extreme and outrageous conduct warranting substantial amount of punitive and treble damages. *Boyce v. Attorney's Dispatch Serv.*, Case No. C-3-94-347, 1999 WL 33495605, at \*1 (S.D. Ohio 1999) (awarding actual damages for emotional distress; “Of the more than 100 cases under the FDCPA and the OCSPA that have been filed with this Court, this particular lawsuit involves the most egregious conduct by any defendant”). This is especially true when, as here, the Plaintiff was more than current on his rents, but was impermissibly pursued for additional rents and paid additional rents under false and fraudulent pretenses employed on him.

E. Under 15 U.S.C. § 1692f(1): A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt, including, without limitation, collecting "any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law."

F. For all attorneys' fees and costs incurred herein; and

G. For such other and further relief as the court deems just and proper.

**JURY TRIAL REQUESTED**

Plaintiff hereby requests a jury trial in this matter.

Respectfully submitted.

Dated: January 25, 2016

By:           /S/            
Payman Taheri, Esquire  
Attorney for Plaintiff Moda

## COMPLAINT

# **EXHIBIT “A”**

LAW OFFICES OF

**ROBERT C. ARONOFF**

A PROFESSIONAL CORPORATION

January 18, 2016

**Via U.S. Mail and Email:**

[mottv@l-mMconstruction.com](mailto:mottv@l-mMconstruction.com)

Mr. Mordecai Notis  
Notis Enterprises  
4221 Wilshire Boulevard, Suite 282  
Los Angeles, CA 90010

**Via U.S Mail and Email:**

[moda@msn.com](mailto:moda@msn.com)

Mr. Kevin Moda  
2170 Century Park East, Unit 1606  
Los Angeles, CA 90067

**Re: 2170 Century Park East, Unit 1606  
Los Angeles, CA 90067**

Dear Messrs. Moda and Notis:

This firm represents Brivanlou Pacoima, LLC, the successor to Harold Igdaloff the trustee of the 1993 Igdaloff Family which rented the referenced premises to you beginning February 1, 2013. Mahin Hakak, the managing member of Brivanlou Pacoima, LLC informs me that as of this date, you are 4 months behind in your rent payments. Please refer to the attached ledger.

I am writing this letter as a courtesy to give you the opportunity to pay the outstanding amount in full without the inconvenience and legal expense of litigation.

The amount due is \$15,600, plus late fees of \$1,560.00. If the \$15,600.00 is paid before 5:00 pm on January 22, 2016, the late fees will be waived. If not, I have been authorized to begin legal proceedings to evict you from the premises and collect the amount due, including late fees, attorney fees and court costs.

If you have proof of any payments other than as shown on the ledger, please provide them with your payment of the balance of the amount due.

Mr. Mordecai Notis  
Mr. Kevin Moda  
January 18, 2016  
Page 2

Please understand, this is not the first in a series of collection letters. If the amount is not paid by 5:00 pm on January 22, 2016, we will proceed with the myriad of legal remedies available to my client.

Sincerely,



ROBERT C. ARONOFF

Encl.

cc: Mahin Hakak

1606  
CONDO  
2015

DATE	REMARKS	DEBIT	CREDIT	BALANCE
01/01/15	January	3900		3900
02/01/15	February	3900		7800
03/01/15	March	3900		11700
03/29/15	chk 5083	0	3900	7800
04/01/15	April	3900		11700
04/23/15	Chk 5092		3900	7800
05/01/15	May	3900		11700
05/19/15	Chk 5228		3900	7800
06/01/15	June	3900		11700
07/01/15	july	3900		15600
07/13/15	Chk 130		3900	11700
07/23/15	Chk 130 ret'd	3900		15600
07/29/15	Chk 131		3900	11700
08/01/15	August	3900		15600
09/01/15	September	3900		19500
09/12/15	Chk 1058		3900	15600
09/23/15	Chk 1071		3900	11700
01/15/08	October	3900		15600
10/14/15	Chk 1093		3900	11700
10/31/15	Chk 1112		3900	7800
11/01/15	November	3900		11700
12/01/15	Decmber	3900		15600
01/01/16	January	3900		19500
01/07/16	January		3900	15600
01/07/16	Balance due			15600

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Robert C. Aronoff, Professional Corporation handles all aspects of a Civil Litigation practice, including:

### Actions related to:

- Breach of Contract
- Fraud
- Defamation
- Negligence
- Unfair Competition
- Interference with Contracts
- Interference with Prospective Advantage
- Specific Performance (enforce real estate purchase agreements)
- Adverse Possession
- Prescriptive Easements
- Unlawful Detainer
- Foreclosure of Mechanics Liens

### Prejudgment Remedies such as:

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- Claim and Delivery
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- Protective Orders
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### Arbitrations

### Court and Jury trials

### Appeals

### Enforcement of Judgments (debt collection)

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- Assignments for the Benefit of Creditors
- Bankruptcy
- Representation of Creditor Committees
- Relief from Stay
- Cash Collateral Orders
- Equitable Subordination of Claims
- Objections to Plans of Reorganization
- Asset sales
- Lease assumption/rejection
- Objections to Exemptions
- Preparing and Objecting to Claims
- Preference Litigation
- Fraudulent and Voidable Transfers



# **EXHIBIT “C”**



## Check Image

Front of check

Kevin Mode 95-4088/122 5229

Date 5-19-2015

Pay to the Order of Briondon Pacoima LLC \$3900.00

Thirty nine thousand 00/100 Dollars

HSBC BANK USA

For May 19, 2015 [Signature]

⑆ 222408861⑆ 5229

Posting Date	Account Number	Transaction Description	Amount
05/29/2015	⑆ 222408861⑆	Check #5229	\$3,900.00

Back of check

2043947464

CREATED TO THE ACCOUNT OF  
WITHIN NAMED PAYEE  
LACK OF ENDORSEMENT  
WELLS FARGO BANK, N.A.  
AT 10047

Print Image



**Check Image**

Front of check

0001 Machine Number 1430 0001 www.hsbc.com

00-40881222 5092

Kevin Mode Date 4.25.2015

Pay to the Order of Briventon Performance LLC \$3,900.00

Three Nine Hundred Fifteen 00/100 dollars

HSBC BANK USA

Pay August 2015 Rent N. [Signature]

01222406610 5092

Posting Date	Account Number	Transaction Description	Amount
05/05/2015		Check #5092	\$3,900.00

Back of check

3540529148

**Print Image**



## Check Image

Front of check

Kevin Mada 5083

Date 3/25/2015

Pay to the Order of Brickman PC/Dino, LLC \$ 3900.00

Thirty Nine Hundred 00/100 Dollars

HSBC BANK USA

For July 2015

12224086 5083

Posting Date	Account Number	Transaction Description	Amount
03/31/2015		Check #5083	\$3,900.00

Back of check

5043627648

ACCOUNT OF  
PAVED  
COURTESY

Print Image

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

Silver Lake Real Estate, LLC

Check No. 6094

90-3782/1211-895

Date February 14, 2015

Pay to the Order of Brivanlou Pacoima, LLC

Thirty Nine Hundred Dlls Zero Cents\*\*\*\*\*

\$3,900.00\*\*\*

DOLLARS

COMERICA BANK CALIFORNIA

www.comerica.com

DO NOT CASH-FOR DEPOSIT ONLY.  
VOID IF NOT CASHED WITHIN 15-  
DAYS OF DATE OF ISSUE

Memo April 2170

⑈006094⑈ ⑆121137522⑆

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

Silver Lake Real Estate, LLC

Check No. 6083

90-3782/1211-895

Date January 21, 2015

Pay to the

Order of Brivalou Pacoima, LLC

\$3,900.00\*\*\*

Thirty Nine Hundred Dlls and Zero Cents\*\*\*\*\*

DOLLARS

COMERICA BANK CALIFORNIA

www.comerica.com

DO NOT CASH-FOR DEPOSIT ONLY.  
VOID IF NOT CASHED WITHIN 15-  
DAYS OF DATE OF ISSUE

Memo 2170 Century Park, March

⑈006083⑈ ⑆121137522⑆

PLEASE ENDORSE HERE

CREDITED TO THE ACCOUNT OF  
WITHIN NAMED PAYEE  
LACK OF ENDORSEMENT GUARANTEED  
WELLS FARGO BANK, N.A.  
AU 00781 AU 00781

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

POSTAL SERVICE MAIL PERMIT NO. 1000 NEW YORK, NY 10108

743194640

1. THIS DOCUMENT RELATES TO THE FOLLOWING SECURITY FEATURES:

- \* PAPER EVIDENCE OF PURCHASE
- \* MICR STRIP SET
- \* INK
- \* WATER MARK
- \* ABSOLUTE OF THE FINGER AND ANIMATE ALTERNATE
- \* USE OF A SECURITY IDENTIFICATION MARK OF THE CASH
- \* WATER MARK IDENTIFICATION

\* FEDERAL RESERVE NOTE (FEDERAL RESERVE NOTE, DC)

Page 2 of 2



WARNING: THIS DOCUMENT HAS SECURITY FEATURES OF THE FDSER

1112  
Oct 31, 2015

Pay to the Order of \*\*\*\*\*Brivanlou Paoima, LLC\*\*\*\*\*

\*\*\*\*\*Three Thousand Nine Hundred Dlls and Zero Cents\*\*\*\*\*  
FOR DEPOSIT ONLY, VOID IF NOT TENDERED  
WITHIN 10-CALINDER DAYS OF DATE REFLECTED  
ABOVE  
Memo: Jan 2016 Rent for 2170 d1606  
DLC/PLP

1112 \$3,900.00 12/3/2015

WARNING: THIS DOCUMENT HAS SECURITY FEATURES OF THE FDSER

1071  
Sept 21, 2015

Pay to the Order of \*\*\*\*\*Brivanlou Paoima, LLC\*\*\*\*\*

\*\*\*\*\*Thirty Nine Hundred Dlls and Zero Cents\*\*\*\*\*  
FOR DEPOSIT ONLY; EXPIRES AS A NEGOTIABLE  
INSTRUMENT 10 CALENDAR DAYS AFTER DATE  
OF ISSUE  
Memo: 1015 Rent 2310 d1606  
DLC/PLP

1071 \$3,900.00 10/6/2015

WARNING: THIS DOCUMENT HAS SECURITY FEATURES OF THE FDSER

1058  
Sept 12, 2015

Pay to the Order of \*\*\*\*\*Brivanlou Paoima, LLC\*\*\*\*\*

\*\*\*\*\*Thirty Nine Hundred Dlls and Zero Cents\*\*\*\*\*  
FOR DEPOSIT ONLY- EXPIRES 14-DAYS FROM THE  
DATE OF ISSUANCE  
Rent for Month of October 2015  
Memo:

1058 \$3,900.00 9/21/2015

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- Assignments for the Benefit of Creditors
- Bankruptcy
- Representation of Creditor Committees
- Relief from Stay
- Cash Collateral Orders
- Equitable Subordination of Claims
- Objections to Plans of Reorganization
- Asset sales
- Lease assumption/rejection
- Objections to Exemptions
- Preparing and Objecting to Claims
- Preference Litigation
- Fraudulent and Voidable Transfers